

NEW BUSINESS

02/28/2022

a.

**Discuss/Vote to approve and sign
amended P&S for Picone Property – S.
Everett**

From: Shirin Everett <SEverett@k-plaw.com>

Sent: Sunday, February 13, 2022 4:53 PM

To: Robert G. Nunes <rnunes@middleboroughma.gov>

Subject: Middleborough: Picone - Exercise of Right of First Refusal

[NOTICE: This message originated outside of the Town of Middleborough mail system -- PLEASE DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Bob,

As you know, the sellers asked if they can stay on the property for a period of 1 year after the closing. We initially said that the closing would occur on or before October 4, 2022.

The Wildlands Trust would like to amend this schedule so that the Town and Wildwood would close on April 4, 2023, and the sellers could remain on the property for 6 months, that is, till October 4, 2023. See email below.

Could you please let me know if the Town is amenable to this schedule?

Thanks.

Shirin Everett, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1731

F: (617) 654 1735

severett@k-plaw.com

www.k-plaw.com

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From: Dennis Murphy <dgusmurphy@gmail.com>
Sent: Friday, February 11, 2022 5:10 PM
To: Shirin Everett <SEverett@k-plaw.com>
Subject: Fwd: Middleborough: Exercise of Right of First Refusal

Hi Shirin, it has taken me all week to connect with Scott from Wildlands Trust because he broke his arm in a nasty fall on the ice. I just spoke with him now, and we would like to respond to Atty Muncey's request to extend the holdover period in para. 5 from six to twelve months by adding half that time to the extend the closing date from Oct. 4, 2022 to Apr. 4, 2023. I understand from Scott that Tricia from the Town is in agreement.

The additional time will ensure both the Town and Wildlands will have funds to close, which are dependent on grants from government programs. The closing deadline is just that — a deadline. If the grants are funded sooner, then we would close sooner.

The rationale for a longer closing is also based on the Falconeri P&S, which you will recall had a 17 month window to close, plus the 6 month holdover in possession on top of that for a total of nearly two years. Our proposal would be no longer than that, assuming we sign the P&S soon.

I am reaching out to you first because I know one of Kathy's first questions will be whether the Town will conform its P&S the same way. So, it makes sense to button this up first among us before I respond to her. Please feel free to call if you'd like to discuss further. Thanks, Dennis

Dennis A. Murphy
Hill Law
Six Beacon Street, Suite 600
Boston, MA 02108
781-588-7881

NEW BUSINESS

02/28/2022

b.

**Vote on the Warrant for 4/2/2022
Annual Town Election**

NEW BUSINESS

02/28/2022

c.

**Vote the 2022 Election Officers and
Board of Registrars as indicated**

NEW BUSINESS

02/28/2022

d.

Vote to authorize the Town Manager to negotiate a Host Community and Development Agreement with Alpha Cannabis Co, LLC for a cultivation and manufacturing facility to be located at 491 Wareham Street

NEW BUSINESS

02/28/2022

e.

Vote to authorize the Town Manager to negotiate a Host Community and Development Agreement with Today's Health Care, LLC for a cultivation and manufacturing facility to be located at 13 Charlotte Court

(NOTE: At the request of the applicant this item is not ready for discussion and will be brought back at a future meeting)

NEW BUSINESS

02/28/2022

f.

**Request for Allocation of Water &
Sewer – Arista Development**

Law Office of
Michael P. O'Shaughnessy
43 East Grove Street, Suite 5
Middleboro, MA 02346
Phone: (508) 947-9170
Fax: (508) 947-9130
E-mail: mike@mpoesq.com

February 4, 2022

Town of Middleborough
Board of Selectmen
Attn: Leilani Dalpe, Chair
10 Nickerson Avenue, 1st Floor
Middleborough, MA 02346

RE: Request for the Allocation of Water and Sewer

Dear Chairwoman Dalpe:

This office represents Arista Development, LLC ("Arista"). Arista is proposing a mixed-use project at the old Chace Chevrolet property. Based on discussions with the Town Manager and DPW representatives, it has been suggested that an allocation of water and sewer capacity be requested from the Selectboard acting as the Board of Water and Sewer Commissioners ("Board"). Arista estimates that 50,000 gallons per day of sewer capacity and 55,000 gallons per day of water capacity are needed to service the mixed-use project. Arista requests that the Board allocate these quantities for the development of the following properties:

161 South Main Street (Assessor's Map 58I, Lot 4245)
167 South Main Street (Assessor's Map 58, Lot 4939)
South Main Street (Assessor's Map 58I, Lot 4154)

As you may be aware, Arista has committed to pay the cost of installing the infrastructure to the properties to service the project. Arista requests a commitment from the Town of Middleborough with respect to both water and sewer capacity to advance the development of these properties. Additionally, Arista requests that the Board approve the connection of the properties to the Middleborough water and sewer systems. Arista would be amenable to entering into a mutually beneficial Development Agreement with the Board specifying improvements to the water and sewer systems to bring the necessary infrastructure to the properties and the payment of connection fees.

I would ask that this request be placed on the next available date so that we may discuss this request with the Board.

Very truly yours,



Michael O'Shaughnessy

cc: Robert Nunes by email at rnunes@middleboroughma.gov
Chris Peck by email at cpeck@middleboroughma.gov
Leaann Bradley by email at bradleyl@middleboroughma.gov
Todd Goldman by email at tgldmn@middleboroughma.gov
Mike Bumpus by email at mbumpus@middleborough.com

NEW BUSINESS

02/28/2022

g.

**Discuss scheduling Vote to reduce the
Monday, April 25, 2022 Special Town
Meeting & Annual Town Meeting
Quorum**

From: middleboroughmoderator@yahoo.com <middleboroughmoderator@yahoo.com>
Sent: Wednesday, February 16, 2022 9:30 AM
To: Selectman Leilani Dalpe <SelectmanDalpe@middleboroughma.gov>
Cc: Colleen Lieb <clieb@middleboroughma.gov>; Robert G. Nunes <rnunes@middleboroughma.gov>
Subject: Fw: Town Meeting quorum

[NOTICE: This message originated outside of the Town of Middleborough mail system --
PLEASE DO NOT CLICK on links or open **attachments** unless you are sure the content is safe.]

Good morning:

I just received this communication from Rep. Orrall and Rep. Gifford.

As you can see, the reduced quorum allowance for Town Meeting has been extended until July 31, should the Board wish to consider it for this April's Town Meeting set.

David J. Cavanaugh
Town Moderator

When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record.

----- Forwarded Message -----

From: Orrall, Norman - Rep. (HOU) <norman.orrall@mahouse.gov>
To: middleboroughmoderator@yahoo.com <middleboroughmoderator@yahoo.com>; Gifford, Susan - Rep. (HOU) <susan.gifford@mahouse.gov>
Cc: Newhall, Joshua (HOU) <joshua.newhall@mahouse.gov>; Delaney, Megan (HOU) <megan.delaney@mahouse.gov>
Sent: Tuesday, February 15, 2022, 02:20:18 PM EST
Subject: Re: Town Meeting quorum

Mr. Moderator,

Representative Gifford and I are pleased to inform you that an extension of the reduced town meeting quorum until July 31 was tucked into a supplemental budget bill that was signed by the Governor today. The language of today's bill is as follows:

369 SECTION 15. (a) Notwithstanding section 13 of chapter 39 of the General Laws or any
370 other general or special law, charter provision, ordinance or by-law to the contrary, a town may
371 act by vote of its select board or board of selectmen, in consultation and with the approval of the
372 town moderator, to prescribe the number of voters necessary to constitute a quorum at any town
373 meeting held during the outbreak of the 2019 novel coronavirus, also known as COVID-19, and
374 subsequent variants, at a number that is less than the number that would otherwise be required by
375 law, town by-law or town charter; provided, however, that the number of voters necessary to
376 constitute a quorum shall not be less than 10 per cent of the number that would otherwise be
377 required.
378 (b) The select board or board of selectmen shall publish notice of its intention to consider
379 an adjustment of town meeting quorum requirements under this section not less than 7 days
380 before the vote of the select board or board of selectmen. The select board or board of selectmen
18 of 34

381 shall provide for adequate means of public access that will allow interested members of the
382 public to clearly follow the deliberations of the select board or board of selectmen on making a
383 quorum adjustment as those deliberations are occurring.
384 (c) Not less than 10 days after a vote of the select board or board of selectmen to adjust
385 the quorum requirement under this section, the town clerk shall notify the attorney general of the
386 adjusted quorum requirement.
387 (d) All actions taken pursuant to this section are hereby ratified, validated and confirmed
388 to the same extent as if the town meeting had been conducted in accordance with all other
389 applicable laws, charter provisions, ordinances and by-laws.

Representative Norman Orrall

From: middleboroughmoderator@yahoo.com <middleboroughmoderator@yahoo.com>
Sent: Monday, January 10, 2022 11:31:28 AM
To: Gifford, Susan - Rep. (HOU) <Susan.Gifford@mahouse.gov>; Orrall, Norman - Rep. (HOU) <Norman.Orrall@mahouse.gov>
Subject: Town Meeting quorum

You don't often get email from middleboroughmoderator@yahoo.com. [Learn why this is important](#)

Good morning and Happy New Year

I know the emergency COVID measures passed by the legislature, including allowing reduced Town Meeting quorum, were set to expire at the end of 2021. Has any extension been passed or proposed to extend the reduced allowances?

Just wondering since Town Meeting time is around the proverbial corner. Thank you and take care.

David J. Cavanaugh
Town Moderator
Middleborough, MA

When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record.

NEW BUSINESS

02/28/2021

h.

**Vote to approve Best Buddies Challenge
Cycling event scheduled for Saturday,
June 4th**

From: jperkins@mpdmail.com <jperkins@mpdmail.com>
Sent: Tuesday, February 22, 2022 10:11 AM
To: Colleen Lieb <clieb@middleboroughma.gov>
Cc: Robert Ferreira <robert.ferreira@mpdmail.com>
Subject: RE: 2022 Best Buddies Challenge - Saturday June 4th

[**NOTICE:** This message originated outside of the Town of Middleborough mail system --
PLEASE DO NOT CLICK on **links** or open **attachments** unless you are sure the content is safe.]

Colleen,

Best Buddies is all set.

Joe

From: Colleen Lieb <clieb@middleboroughma.gov>
Sent: Tuesday, February 22, 2022 9:35 AM
To: Police Chief Joseph Perkins <jperkins@mpdmail.com>
Cc: Robert Ferreira <robert.ferreira@mpdmail.com>
Subject: FW: 2022 Best Buddies Challenge - Saturday June 4th

Hello There,

I just wanted to check in and make sure that this one is okay to proceed with BOS approval.

Please advise,
Thanks!
Colleen

Colleen M. Lieb, Executive Assistant
MIDDLEBOROUGH BOARD OF SELECTMEN
10 Nickerson Avenue
Middleborough, MA 02346
Office - (508) 946-2405
****Please note my email change from clieb@middleborough.com to
clieb@middleboroughma.gov****

From: curleypwts@aol.com <curleypwts@aol.com>
Sent: Thursday, February 10, 2022 10:28 AM
To: Colleen Lieb <clieb@middleboroughma.gov>
Subject: 2022 Best Buddies Challenge - Saturday June 4th

[NOTICE: This message originated outside of the Town of Middleborough mail system -- PLEASE DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Colleen,

Please find the attached official letter and route information for the proposed 2022 Best Buddies Challenge cycling event scheduled for Saturday June 4th. A signed letter from your town and department is needed to secure the proper State permit. I will also follow up with any other on line forms that are required. I have requested certificates of insurance and will forward them on when received. This is our 23rd year and we appreciate all your support now and in the past.

Many thanks,

Paul Curley
Route Manager
Best Buddies Challenge
508 942 4621

BEST BUDDIES CHALLENGE.
HYANNIS PORT

February 10, 2022

Middleborough Town Hall

Re: Best Buddies Challenge: Hyannis Port

Dear Town Official,

The 23rd annual *Best Buddies Challenge: Hyannis Port* is set to take place **Saturday, June 4, 2022**. This is the annual fund raising event that will raise money for Best Buddies International. Best Buddies is a nonprofit 501(c)(3) organization dedicated to establishing a global volunteer movement that creates opportunities for one-to-one friendships, integrated employment and leadership development for people with intellectual and developmental disabilities (IDD).

The Best Buddies Challenge - Hyannis Port is a 100 mile long bicycle ride starting in Boston and finishing at Craigville Beach in Hyannis Port. We also have a 50 mile start in Carver and a 20 mile start in Sandwich. Through my involvement with this event over the last eighteen years I recognize the support your communities offer to the safety of our ride. I have enclosed our route information regarding your town and we greatly appreciate your continued help. Police details are marked in the police column of the route notes and, as in the past, I will work with each department to hire the appropriate number of officers as we get closer to the event. The number of riders participating in this event has been approximately 250 at the 100 mile; 250 at the 50 mi. and 250 at the 20 mi. The cyclists will travel at their own pace; riders are required to wear helmets and abide by the rules of the road. We plan to follow all Covid-19 guidelines put in place by the CDC, state, city and other local agencies to keep everyone safe.

Should you have any questions or concerns, please contact me by phone at (508) 942-4621, email at curleypwts@aol.com, or mail to Paul Curley, 96 Partridge Cir. Taunton MA 02780. Please **sign this letter** acknowledging your awareness of our event and return it by March 15, 2022 so I may acquire the proper permitting from MADOT.

Thank you,

Paul Curley
Route Manger

Signature

Please print your name and title

Date

2022 Best Buddies Challenge

<u>Go</u> <u>(Mile)</u>	<u>To</u> <u>(Mile)</u>	<u>Traffic</u> <u>Signs</u>	<u>Police or</u> <u>Marshal</u>	<u>Direction</u>
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CARVER:

0.7	48.4		M-2	straight
0.3	48.7		P	right
0.2	48.9 ss		M-1	right
0.1	49.0 L		P	straight
0.4	49.4			bear right
0.1	49.5			bear right
0.6	50.1			straight

MIDDLEBOROUGH:

0.3	50.4			straight
0.4	50.8 ss		M-2	left
0.9	51.7 ss		M-2	bear left
0.5	52.2 ss		M-2	left
0.3	52.5			straight

CARVER:

1.1	53.6		M-2	right
0.7	54.3		M-2	left
0.4	54.7			bear right
1.1	55.8 ss			right
2.5	58.8 ss		M-1	left
0.1	58.9			right
1	60.0 ss		M-1	right
0.1	60.1		P	left
0.4	60.5 ss		P	left
0.5	61.0		M-2	right
1.3	62.3			straight
1.6	63.9			left
0.1	64.0			bear left

PLYMOUTH:

0.1	64.1			bear right
1.8	65.9			straight
0.5	66.4		M-2	right
0.0	66.4			right
0.3	66.7			bear left
0.2	66.9			straight
0.1	67.0			straight
1.7	68.7 ss		P	right
0.5	69.2 BL			straight
0.5	69.7		M-3	straight
4.0	73.7			straight
1.6	75.3 ss		M-1	right
0.1	75.4		M-2	straight

Location (roads of travel in Bold Italic)

on ***Rt 58 / Main St***
access road for CVS **Rest Stop #3, 50 MILE RIDE START (9:30am)**
onto ***Rt 58 / Main St***
onto ***Rt 58 / N. Main St***
onto ***Forest St***
onto ***Fuller St***
on ***Fuller St***

onto ***Stone St***
onto ***Wall St***
onto ***Rocky Meadow St***
onto ***Purchase St***
on ***Purchase St*** at Carver St

onto ***Fosdick Rd***
onto ***Beaver Dam Rd***
onto ***Holmes St***
onto ***Meadow St***
onto ***Rochester Rd***
onto ***Indian St.***
onto ***MA-58 South***
onto ***Church St***
onto ***Tremont St***
onto ***Cranberry Rd***
on ***Cranberry Rd***
onto ***Lower College Pond Rd***
on ***Lower College Pond Rd***

on ***Lower College Pond Rd***
on ***Lower College Pond Rd***
into College Pond Recreation Area **Rest Stop #4**
on ***Lower College Pond Rd***
on ***Lower College Pond Rd***
on ***Lower College Pond Rd***
onto ***Alden Rd***
onto ***Long Pond Rd***
on ***Long Pond Rd***
on ***Long Pond Rd***
onto ***Hedges Pond Rd***
onto ***Rte 3A South***
continue left past signs for Rte 3 exits to Boston and Cape Cod (right)

Landmarks

under US-44

Plymouth St

town line

old route went right

sharp, easy to miss

sharp turn

Federal Rd on right
uphill, Ranger Station on R
Halfway Pond Rd on right

Bare Hill Rd on left
W Cranford Rd on right
Myles Standish Forest

Cranford Rd on right
Upper Col Pond Rd on right

Plymouth South High Sch
Clark Rd (to exit 3/Rt 3)

Herring Pond Rd, right

Approx Arrival <u>Fastest</u>	Approx Arrival <u>Slowest</u>
--	--

9:10 AM	11:36 AM
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9:23 AM	12:03 PM
---------	----------

9:39 AM	12:36 PM
---------	----------

9:45 AM	1:07 PM
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10:10 AM	1:36 PM
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NEW BUSINESS

02/28/2021

i.

**Request to purchase Town owned parcel
on Clayton Road – Map 038, Lot 4355**

From: Jim Pavlik <jpavlik@outback-eng.com>
Sent: Friday, February 4, 2022 2:16 PM
To: Robert G. Nunes <rnunes@middleboroughma.gov>
Cc: ABC Commercial Properties <abccompro@gmail.com>
Subject: Request to purchase town-owned parcel on Clayton Road - Map 38 Lot 4355

[NOTICE: This message originated outside of the Town of Middleborough mail system --
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Hello Bob,
On behalf of Bharti Patel, here's the request to purchase the town lot on Clayton Road. Please review and let us know the next steps.

Thanks,

Jim Pavlik, P.E.

Principal

jpavlik@outback-eng.com

Phone: (508) 946-9231 x203

Cell: (508) 369-5358



A & B Realty Trust
7 Depot St., East Wareham, MA 02538
508-776-5485
abccompro@gmail.com

February 4, 2022

Mr. Robert Nunes, Middleborough Town Manager
10 Nickerson Avenue, 1st Floor
Middleborough, MA 02346

**RE: Interest to Purchase Town-Owned Lot
Assessors Map 38 Lot 4355**

Dear Sir,

As we have discussed, I am interested in purchasing the above-referenced parcel off Clayton Road which is currently an unimproved gravel road with limited width. The purpose of the land purchase would be to provide improved development options associated with the former Southpointe Corporate Center, property that A&B Realty Trust currently owns. Based on informal discussions with town boards and department heads, as well as the state's Natural Heritage and Endangered Species Program, we are looking to reduce environmental impacts and improve access to the site as we move forward with design and permitting for commercial development. Please let me know the process to expedite this request.

Should you have any questions, please do not hesitate to contact me at the above-listed phone number. Thank you.

Sincerely,
A & B Realty Trust

Bharti Patel

Bharti Patel, Trustee

NEW BUSINESS

02/28/2022

j.

Vote 2022 - 2023 Constable

Reappointment as indicated

2022-2023 CONSTABLES
TERMS EXPIRE FEBRUARY 28TH EACH YEAR

NAME	BOND EXPIRATION DATE	FEE PAID	PAPERWORK COMPLETE
Karen A. Blair 11 Robin Hood Ave 508-946-1090	May 17, 2023	x	Yes

Karen A. Blair
Post Office Box 292
Middleborough, MA 02346

Constable / Notary Public
Paralegal / Justice of the Peace
Commissioners to Qualify Public Officers

Phone: 508-269 - 7700
E-Mail: kablairconstable@comcast.net

Dear Board of Selectmen

I am requesting re-appointment as a Constable in the Town of Middleborough, at which time I agree to serve all Civil Process. I would like to make this Board aware I have served this Town for the past 30 years. I am currently serving as a member of the Mass Bay Constable Association.

As a Constable I appear in the Lawyers Dairy and Manual & Legal Pages. I will have completed 2022 Summary of Conflict of Interest Law and Online Training in March of this year.

I further agreed to file all necessary reports to the Town Treasurer as requested.

Please contact me should you have any further questions.

Sincerely

Karen A. Blair
2.22.2022

CRANBERRY CAPITAL
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

Town of Middleborough

Massachusetts

Board of Selectmen

Karen A. Blais
Name of Constable

Dear Treasurer/Collector:

Please confirm that the above named Constable has deposited, with the Town Treasurer's office, the fees as represented by him/her on the attached record of service of civil process fees by signing below:

[Signature]

Treasurer/Collector

2/22/22

Date

pd 9/30/21 703.75

NEW BUSINESS

02/28/2022

k.

**Vote to authorize the Chairman to sign a
Service Agreement with John Guilfoil
Public Relations, LLC**

SERVICE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of March 17, 2022, by and between John Guilfoil Public Relations LLC, a limited liability corporation located in Georgetown, Massachusetts ("**Provider**"), and the Town of Middleborough, a municipal organization located in Plymouth County, Massachusetts ("**Customer**").

1. DEFINITIONS.

1.2 "Fee" means the fees set forth for all of the services and deliverables created and provided by Provider under this Agreement.

2. SERVICES.

2.1 Press Releases. Provider shall write, edit, and distribute to the media up to eight (8) total press releases per month. All information contained in the press releases will be approved by customer or their designee. The Customer is responsible for the content and agrees to indemnify the provider against any complaint or lawsuit brought because of content contained in a press release. No refund shall be given for unused press releases each month. Press releases must be written and distributed between the hours of 9 a.m. and 5 p.m., Monday through Friday.

2.2 Availability. Provider will be available to the Customer to write additional press releases, work from home, or to respond to incidents that may draw news media attention to the Customer.

2.3 Additional Services. As part of the scope of services offered, the Provider is proficient in crisis management, crisis communications, media logistics, press staging areas, and promotion of positive events.

3. PAYMENTS.

3.1 Fee.

The fee for the Term shall be **\$9,750**, plus the following fees: \$75 per hour for any work that takes place after 5 p.m., before 9 a.m. or on a weekend or any state, federal or municipal holiday. Additionally, fees for .com or .org domain name registration, SSL certificates and website hosting may apply.

Section 2.2 fees shall be billed as "emergency services."

Payment is due 30 days from delivery of the invoice. All fees quoted include, and Provider shall pay, all sales, use, excise and other taxes that may be levied upon either party in connection with this Agreement, except for taxes based on Customer's net income.

3.2 Expenses. Customer shall reimburse Provider for all reasonable out-of-pocket expenses which have been approved in advance by Customer and which are incurred by Provider

in the performance of services hereunder, within 30 days after Customer's receipt of expense statements including appropriate receipts or other evidence of the expense.

4. TERM AND TERMINATION.

4.1 Term. The initial term of this Agreement shall be for a period of twelve (12) months ("**Initial Term**") from March 17, 2022 through March 16, 2023. Thereafter, this Agreement shall automatically renew, without designated "one-time fees" on an annual basis ("**Renewal Term**") unless terminated by either party upon thirty (30) days written notice to the other party.

4.2 Termination for Cause. Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for 60 days following written notice to the breaching party.

5. PROVIDER WARRANTIES.

5.1 Work Product Warranties. Provider warrants that any work product created pursuant to this Agreement shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (d) be obscene, child pornographic or indecent; and (e) contain any viruses, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

6. DISCLAIMER OF WARRANTIES. EXCEPT AS SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY.

7.1 Mutual Indemnity. To the extent permitted by law, each of Provider and Customer shall indemnify the other for all losses, damages, liabilities, and all reasonable expenses and costs incurred arising from any third-party claim, action, suit or proceeding alleging any breach of the covenants, warranties or obligations contained this Agreement, or arising from either party's acts, omissions or misrepresentations under this Agreement.

8. CONFIDENTIAL INFORMATION. Customer's "**Confidential Information**" are any passwords used in connection with the Public Relations service, police reports, incident reports, social security numbers, dates of birth, and any other materials which Customer designates as confidential or which Provider should reasonably believe to be confidential. Provider understands and agrees that Customer does not want any other Confidential Information of Provider, and should the parties believe that additional confidential information of Provider needs to be disclosed to Customer, the parties shall execute a separate non-disclosure agreement

regarding such information. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. The foregoing restrictions on disclosure shall not apply to Confidential Information which is (a) already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known, (c) received by recipient from a third party without a restriction on disclosure or use, or (d) independently developed by recipient without reference to the other party's Confidential Information. Excluded from the scope of this Section 8 shall be all information which is required to be disclosed by Customer under the Massachusetts Public Records laws.

9. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

10. GENERAL PROVISIONS.

10.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to principles of conflict of laws.

10.2 Further Assurances. Provider shall cooperate with Customer, both during and after the term of this Agreement, in the procurement and maintenance of Customer's rights to intellectual property created hereunder and to execute, when requested, any other documents deemed necessary or appropriate by Customer to carry out the purpose of this Agreement.

10.3 Compliance With Laws. Provider shall ensure that its Website design and its web hosting services will comply with all applicable international, national and local laws and regulations.

10.4 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.5 Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

10.6 Independent Contractors. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.

10.7 Notice. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by telephone

facsimile, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, 5 days after the date of mailing.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

10.9 Entire Agreement. This Agreement, including the Exhibits attached hereto, sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both parties. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date first written above.

PROVIDER:

John Guilfoil Public Relations, LLC

CUSTOMER:

Town of Middleborough

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Fax: _____

Fax: _____

TAX COMPLIANCE AFFIDAVIT

Pursuant to M.G.L. c. 62C, §49A I certify under the penalties of perjury that ***John Guilfoil Public Relations LLC*** has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

*(print name of person making
Certification on behalf of contractor)*

Date of affidavit: _____, 2022